



COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT

CRPLO-PCR-771-2025

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with E.V.Y. Construction and Development Corporation on behalf of the City Government of Bacoor regarding the lease of Unit E4 2nd floor Fynn Building, Barangay P.F. Espiritu IV, City of Bacoor, Cavite.*

(Date referred: February 24, 2025)

The above-mentioned proposed resolution underwent its first reading on February 25, 2025 during the 129th Regular Session of the Sangguniang Panlungsod. The said proposed resolution was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

The Committee on Rules and Privileges, Laws and Ordinances sent out invitations to the resource persons and conducted a hearing on the above-subject matter on March 27, 2025 at the Session Hall of the Sangguniang Panlungsod of the City of Bacoor.

FINDINGS:

On February 17, 2025, the Sangguniang Panlungsod received an endorsement letter from the City Environment Service Department (CESD) regarding the Contract of Lease between EVY Construction Development Corporation and the City Government of Bacoor. Further requesting for a resolution authorizing the City Mayor to enter into a Memorandum of Agreement to formalize the partnership.





The City Government of Bacoor, in furtherance of its provision of public service to the community, desires to lease a portion of the property with an area of sixty-three (63) square meters identified as Unit E4 2nd floor, for its office space.

The City Government of Bacoor shall use the leased premises exclusively for the provision of public services only and shall have no right to use the same for some other business purposed without the expressed consent of EVY Construction and Development Corporation.

RECOMMENDATION:

After a thorough review of all the circumstances and statements from the resource persons, the Committee respectfully recommends that the Sangguniang Panlungsod approve the above subject matter.

By the motion of Hon. Reynaldo C. Palabrica duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 134th Regular Session.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 31st day of March 2025 at the City of Bacoor, Cavite.



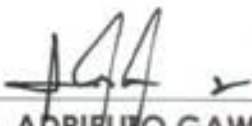


COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES


COUN. REYNALDO C. PALABRICA
Chairman


COUN. LEVY TELA
Vice Chairman


COUN. ALEJANDRO GUTIERREZ
Member


COUN. ADRIELITO GAWARAN
Member





COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT CRPLO-PCR-771-2025

Office of the Sangguniang Panlungsod
Received by [Signature]
Date: 11:00 A.M.

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with E.V.Y. Construction and Development Corporation on behalf of the City Government of Bacoor regarding the lease of Unit E4 2nd floor Fynn Building, Barangay P.F. Espiritu IV, City of Bacoor, Cavite.*

(Date referred: February 24, 2025)

The Committee on Rules and Privileges, Laws, and Ordinances sent out invitations to the resource persons and conducted a hearing on March 27, 2025, 11:00 a.m. at the Session Hall of the Sangguniang Panlungsod.

MEMBERS OF THE COMMITTEE AND CITY COUNCILOR PRESENT:

HON. ALEJANDRO GUTIERREZ
HON. ROGELIO NOLASCO
HON. SIMPLICIO DOMINGUEZ
HON. LEVY TELA
HON. MICHAEL SOLIS

RESOURCE PERSONS:

ATTY. REY MARCO MENDOZA	- OFFICE OF THE CITY LEGAL SERVICES
ATTY. EPHRAIM GIANAN	- CITY ADMINISTRATORS OFFICE
ROD ESPARTERO	- GSO

COUN. REYNALDO PALABRICA "The committee hearing regarding the resolution authorizing Mayor Strike B. Revilla to sign a memorandum of agreement with E.V.Y Construction and Development Corporation on behalf of the City Government

MINUTES OF THE COMMITTEE CRPLO-PCR-771-2025
MOA with EVY Construction and Development Corporation

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of Bacoor regarding the lease of the 1st floor Pynn Building, Barangay P.F. Espiritu IV, City of Bacoor, Cavite is now called to order."

COUN. REYNALDO PALABRICA "For the record, in attendance to this hearing are the honorable members of the city council. Let's start with second district, Honorable Councilor Bok Nolasco."

COUN. REYNALDO PALABRICA "From District 1, Honorable Councilor Alex Gutierrez."

COUN. REYNALDO PALABRICA "From District 1, Honorable Councilor Mike Solis."

COUN. MICHAEL SOLIS "Good morning po."

COUN. REYNALDO PALABRICA "From District 1, Honorable Councilor Levy Tela."

COUN. LEVY TELA "Good morning, everyone."

COUN. REYNALDO PALABRICA "From District 2, Honorable Councilor Simplicio Dominguez."

COUN. SIMPLICIO DOMINGUEZ "Magandang araw po sa ating lahat."

COUN. REYNALDO PALABRICA "May I request the resource persons present to introduce themselves and their representation."

ATTY. MARIUS SUMIRA "Mr. Chair, Atty. Marius Sumira from the Office of the City Legal Services."

COUN. REYNALDO PALABRICA "Thank you Attorney."

ATTY. EPHRAIM GIANAN "Good morning, Mr. Chair and councilors. Atty. Ephraim Gianan of City Administrators Office."

COUN. REYNALDO PALABRICA "May I request the two resource persons kung sino sainyong dalawa ang pwede magpaliwanag ng memorandum of agreement ng E.V.Y Construction. Maybe the appropriate office is the City Administrators Office."

COUN. REYNALDO PALABRICA "Reassume that all of the proposed memorandum of agreement ay dumaan na muna sa legal or sa administrators office. That is why I am requesting for enlightenment regarding this proposed memorandum of agreement."

COUN. REYNALDO PALABRICA "We will defer first this item and we will proceed to the next item."

COUN. REYNALDO PALABRICA "I would like to acknowledge the presence of Atty. Rey Marco Mendoza."





Republic of the Philippines
Province of Cavite



COUN. REYNALDO PALABRICA "It pertains to the proposed MOA with E.V.Y Construction, can you please enlighten the committee regarding the proposal?"

ATTY. REY MARCO MENDOZA "Thank you your honor and good morning. This particular proposal between the City Government and E.V.Y Construction and Development Corporation pertains to the release of 63 square meters in unit E4 second floor in the Fynn Building located in P.F. Espiritu 4, here in the city. So, we made minimal revision to the proposed MOA, however, I believed that the attachment sent to the council was the original draft from the E.V.Y."

ATTY. REY MARCO MENDOZA "So, I am not sure if the E.V.Y been furnished by the revised draft."

COUN. REYNALDO PALABRICA "The one submitted to the council was original and there was an amendment? As you have mentioned."

ATTY. REY MARCO MENDOZA "Yes, your honor."

COUN. REYNALDO PALABRICA "So, kailangan namin yung amendment."

ATTY. REY MARCO MENDOZA "Actually, I bring with me the physical copies for your reference, if you want to have a copy."

COUN. REYNALDO PALABRICA "If you can provide the committee, please."

ATTY. REY MARCO MENDOZA "Also do we have the representative your honor from E.V.Y?"

COUN. REYNALDO PALABRICA "Wala sila eh."

ATTY. REY MARCO MENDOZA "Even the CESD? Because the contract was actually given to us by the City Environment Services Department."

COUN. REYNALDO PALABRICA "Wala rin. Anyway, this is all about the courts?"

ATTY. REY MARCO MENDOZA "Yes, your honor. I believe so, for the prosecutors office have not mistaken."

COUN. REYNALDO PALABRICA "I would like to acknowledge the presence of the District1 Councilor Monching Bautista."

COUN. REYNALDO PALABRICA "So, what is your recommendation Atty. Marco?"

ATTY. REY MARCO MENDOZA "We may proceed to the approval, I believed. Because of the issuance of this matter, I believed its urgent. We will just communicate with the representative of the E.V.Y Construction to actually gain a decent approval or virtual approval."





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CITY OF BACOR

COUN. REYNALDO PALABRICA "In sum, it is a version of favorable to the City Government." nag recommend naman kayo dito.

OFFICE OF THE SANGGUNIANG PANGLUNGSOD



CGBR-SPBac-F01.02
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ATTY. REY MARCO MENDOZA "Definitely your honor."

COUN. REYNALDO PALABRICA "Any question from the members presents? None?"

COUN. REYNALDO PALABRICA "So may I request for the approval and adjournment of this hearing."

COUN. ALEJANDRO GUTIERREZ "Mr. Chair since there are no matters and concerned to be discussed. I moved for the approval and subsequent adjournment of this hearing."

COUN. REYNALDO PALABRICA "It has been moved by Councilor Gutierrez that this resolution be approved by the committee and be endorsed to the city council favorably on the next regular session. Any second to the motion? Unanimously seconded. Therefore, this hearing is adjourned."

The committee hearing ended at exactly 11:07 a.m

Prepared by:


RONALDO M. VERONA
Office Staff

Attested by:


COUNCILOR REYNALDO C. PALABRICA

Chairman

Committee on Rules and Privileges, Laws and Ordinances





Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNANG PANLUNGSOD



CGRA-SPBac-F01.02

01/20/2025



Committee on Rules and Privileges, Laws and Ordinances

NOTICE OF COMMITTEE HEARING

(PROOF OF RECEIPT)

(March 27, 2025 11:00 AM)

(SP Session Hall)

Office of the Sangguniang Panglupat
Received by: Janet P. [Signature]
Date: 11-10-11
Time: 4:11

Subject: A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A "MEMORANDUM OF AGREEMENT" WITH E.V.Y CONSTRUCTION AND DEVELOPMENT CORPORATION ON BEHALF OF THE CITY GOVERNMENT OF BACORR REGARDING THE LEASE OF UNIT E4 2ND FLOOR FYNN BUILDING, BARANGAY P.F. ESPIRITU IV, CITY OF BACORR, CAVITE. (PCR No. 771-2025) dated (March 10, 2025).

[illegible]

NOTICE OF COMMITTEE HEARING PCR 771-2025

A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A "MEMORANDUM OF AGREEMENT" WITH E.V.Y CONSTRUCTION AND DEVELOPMENT CORPORATION ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE LEASE OF UNIT E4 2ND FLOOR FYNN BUILDING, BARANGAY P.F. ESPIRITU IV, CITY OF BACOR, CAVITE.

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Address: Bacoar Legislative and Disaster Resilience Bldg.
Bacoar Blvd., Brgy. Bayasan, City of Bacoar, Cavite
Telephone: (046) 417-0727
Website: www.bacoarcity.gov.ph



Cart. no. 24/181809



Office of the Sangguniang Panlungsod
Received by: [Signature]
Date: 11-10-25
Time: 11:10 A.M.

Committee on Rules and Privileges, Laws and Ordinances

ATTENDANCE OF COMMITTEE HEARING

(March 27, 2025 11:00 AM)
(SP Session Hall)

Subject: A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A "MEMORANDUM OF AGREEMENT" WITH E.V.Y CONSTRUCTION AND DEVELOPMENT CORPORATION ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE LEASE OF UNIT E4 2ND FLOOR FYNN BUILDING, BARANGAY P.F. ESPIRITU IV, CITY OF BACOR, CAVITE. (PCR No. 771-2025) dated (March 10, 2025).

NAME	OFFICE	CONTACT # Email Address	SIGNATURE/DATE
HON. LEVY TELA	SP		
HON. ALEJANDRO GUTIERREZ	SP		
HON. ADRIELITO GAWARAN			
HON. ROGELIO NOLASCO	SP		
HON. SIMPLICIO DOMINGUEZ	SP		
ATTY. AIMEE NERI-TORREFRANCA City Administrator			
ATTY. KIM NYCA LOFRANCO OCLs			
HON. MICHAEL COLIS	SP		
Atty. Ephraim P. Ganan	CAO		
Rod Esparteno	ASO		
ATTY. REY MARCO MENDOZA	OCLs		

ATTENDANCE OF COMMITTEE HEARING PCR 771-2025

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A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A "MEMORANDUM OF AGREEMENT" WITH E.V.Y CONSTRUCTION AND DEVELOPMENT CORPORATION ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE LEASE OF UNIT E4 2ND FLOOR FYNN BUILDING, BARANGAY P.F. ESPIRITU IV, CITY OF BACOR, CAVITE.



PCR 771-2025 – A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A “MEMORANDUM OF AGREEMENT” WITH E.V.Y CONSTRUCTION AND DEVELOPMENT CORPORATION ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE LEASE OF UNIT E4 2ND FLOOR FYNB BUILDING, BARANGAY P.F. ESPIRITU IV, CITY OF BACOR, CAVITE.

Office of the Sangguniang Pangalabang
 Recd. 10 APR 2025
 Date: 11.03.25
 By: [Signature]





Republic of the Philippines
Province of Cavite
CITY OF BACOOR

OFFICE OF THE SANGGUNIANG PANLUNGSOD



PCR 771-2025- A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A "MEMORANDUM OF AGREEMENT" WITH E.V.Y. CONSTRUCTION AND DEVELOPMENT CORPORATION ON BEHALF OF THE CITY GOVERNMENT OF BACOOR REGARDING THE LEASE OF UNIT E4 2ND FLOOR FYNB BUILDING, BARANGAY P.F. ESPIRITU IV, CITY OF BACOOR, CAVITE.

CGBR-MO-02-F03.03
01/15/2025



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor
ENDORSEMENT LETTER



TO : HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor

THRU : ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary
Office of the Sangguniang Panlungsod

SUBJECT : REQUEST FOR A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO ENTER INTO A MOA WITH EVY CONSTRUCTION AND DEVELOPMENT CORPORATION

DATE : FEBRUARY 17, 2025

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH L. LUT
DATE: 2/10/25 TIME: 3:00 PM
BACOOR CITY, CAVITE

Dear Hon. Evaristo,

Greetings in the name of public service!

The undersigned would like to most respectfully endorse to your office this letter from the City Environment Service Department regarding the Contract of Lease between EVY Construction and Development Corporation and the City Government of Bacoor.

The said office would like to respectfully request the Sangguniang Panlungsod to come up with a resolution authorizing the undersigned to enter into a Memorandum of Agreement to formalize the partnership.

In view of the foregoing, this letter is endorsed to your office for your assessment and approval.

Thank you.

Sincerely,

STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Barangay P.F. Espritu IV, City of Bacoor, Cavite
Telephone: 044-7111111
Website: www.bacoor.gov.ph



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OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPBac-F01.02
03/20/2025



Office No. Depts. 2025 - 0279

Date: Feb 14, 2025



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the City Mayor




CGBR-AM-05-F01.01
01/15/2025

INCOMING DOCUMENTS

<input type="checkbox"/> Endorsement	<input type="checkbox"/> Follow-up	<input type="checkbox"/> Invitation	<input type="checkbox"/> Proposal/Business	<input type="checkbox"/> For Approval/Signature
<input type="checkbox"/> Report	<input type="checkbox"/> Information/Copy Furnish	<input type="checkbox"/> Legal	<input checked="" type="checkbox"/> Request/Solicitation	<input type="checkbox"/> Others _____

MR. ROLANDO VIGARA

Request for the transmittal of the contract to the sangguniang Panlungsod for the establishment of a city Resolution entering a MOA to formalize the partnership & ensuring clear & mutually agreed-upon terms.

Endorse to
SP


OFFICE OF THE CITY ADMINISTRATOR

4610 WOODLAND, 2ND

RECEIVED: _____ DATE: _____
RECEIVED: _____ TIME: _____

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	Republic of the Philippines Province of Cavite CITY OF BACOR Office of the City Mayor		CGBR-AM-05-F01.01 01/15/2025
INCOMING DOCUMENTS			
Ref No. <u>0279</u>	Date: <u>Feb 14, 2025</u> Time: <u>1:34</u>		
Received By: <u>R. VIGARA</u>			
Full Name: <u>Josmar O. Dimaruy</u>			
Contact No.: <u>0945515773</u>			
Address: <u>CEB</u>			

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08/20/2025



Republic of the Philippines
Province of Cavite
CITY OF BACOR
C.E.S.D
City Environment Service Department



CGRR-CESD-
POL.00 01/06/25



February 10, 2025

HON. STRIKE B. REVILLA
City Mayor
City Government of Bacoor

Dear Hon. Mayor,

Good day!

Respectfully endorsing the letter we have received from the Office of the City Legal Service regarding the Contract of Lease between E.V.Y. Construction and Development Corporation and the City Government of Bacoor.

We kindly request for the transmittal of the contract to the Sangguniang Panlungsod for the establishment of a City Resolution entering a Memorandum of Agreement to formalize the partnership and ensuring clear and mutually agreed-upon terms.

Attached herewith is the Contract forwarded by the Office of the City Legal Services for your reference and appropriate action.

Thank you.

Very truly yours,


MR. ROLANDO R. VOCALAN
OIC - CESD
City Government of Bacoor

Attachment: Endorsement Letter No. 50 Series of 2025 - Contract of Lease between E.V.Y. Construction and Development Corporation and the City Government of Bacoor



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Telephone: 434-1111
Website: www.bacoor.gov.ph



Doc. No. 24-10300

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OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPSec-FOI.02
01/20/2025



Office of the City Legal Service
CITY OF BACOR



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER NO. 59, Series of 2025

TO : MR. ROLANDO VOCALAN
Officer-in-Charge
City Environment and Services Department

SUBJECT : CONTRACT OF LEASE BETWEEN E.V.Y CONSTRUCTION
AND DEVELOPMENT CORPORATION AND THE CITY
GOVERNMENT OF BACOR

DATE : 21 JANUARY 2025

On 18 January 2025, this Office received an endorsement letter from the City Environment and Services Department requesting for review and comments of the abovementioned project.

In view thereof, we formally transmit the draft and reviewed version of the Contract of Lease between E.V.Y Construction & Development Corporation and the City Government of Bacor for your reference.

Thank you.

Respectfully yours,

ATTY. RIM NYCA R. LOFRANCO
City Legal Officer

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CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPSoc-PC1.02
01/20/2025



CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease (the "Contract") is made and entered into this ____ day of _____, 2025, by and between:

E.V.V. CONSTRUCTION & DEVT CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Fala-pala Sampaloc, City of Comunidades, Province of Cavite, represented herein by its Chairman, **ERNESTO V. YU**, and hereinafter referred to as the "**LESSOR**"

and

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Barangay Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in: City Resolution No. _____ Series of _____ approved by the City Council of Bacoor dated _____, and hereinafter referred to as the "**LESSEE**"

The term "Party" shall mean either the LESSOR or LESSEE, as applicable; while the term "Parties" shall mean the LESSOR and LESSEE, collectively.

WITNESSETH

WHEREAS, the LESSOR is the owner of a commercial building, known and referred to as Fifth Building, located along KM 1 Emilio Aguinaldo Highway, P.F. Expilito IV, City of Bacoor, Province of Cavite, hereinafter referred to as the "Property";

WHEREAS, the LESSEE, in furtherance of its provision of public service to the community, desires to lease a portion of the Property with an area of not more than (5) square meters identified as Unit E4 Second Floor, for its office space, hereinafter referred to as the "Leased Premises";

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WHEREAS, the LESSOR agree to lease out the Leased Premises to the LESSEE for the sole purpose of utilizing the same as an office space, subject to the terms and conditions mutually agreed and accepted by both Parties;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations provided for herein, the Parties hereby agree as follows:

- I. **PURPOSE.** That the LESSEE shall use the Leased Premises exclusively for the provision of public services only, and the LESSEE shall have no right to use the same for some other business purposes without the expressed consent of the LESSOR;

- II. **TERM.** Unless otherwise terminated as provided herein, the lease shall be for a period of ONE (1) YEAR commencing from 01 January 2025 and shall expire at midnight of 31 December 2025 (the "Term"). This Contract may be renewed at the instance of either the LESSOR or the LESSEE by sending the other Party a notice to such effect within thirty (30) days prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the LESSOR and LESSEE.

Either Party may terminate the Contract without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this Section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this Contract or commits a material breach of any other terms and conditions of the Contract, or unjustifiably refuses or fails to perform any of its obligations under this Contract, the aggrieved Party may terminate this Contract (i) effective immediately if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of breach and the Party in breach has failed to cure such breach or perform its obligations.

- III. **RENTAL RATE.** For and in consideration of the use and occupancy of the Leased Premises, the LESSEE shall pay to the LESSOR a monthly rental of FORTY-NINE THOUSAND PESOS (PHP 49,000.00).

- A. The monthly rental is exclusive of Value-Added Tax which, if applicable, shall be for the account of the LESSEE.
- B. The Creditable Withholding Tax on income Payments shall be for the account of the LESSOR and shall, therefore, be deducted by the LESSEE from each gross proceeds of rental payment due to the LESSOR.
- C. The monthly rental payment shall be paid by the LESSEE to the LESSOR, on or before the 1st calendar day of each month. A

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Province of Cavite
CITY OF BACOAR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPBac-R03.02
03/20/2025



grace period of five (5) working days shall be given by the LESSOR in favor of the LESSEE.

- D. The monthly rental shall remain fixed during the term of this Contract regardless of devaluation, inflation, or any labor, tax, or economic measures that may be enacted or enforced by the national or local governments, or any of its agencies in the future.

- IV. **ELECTRIC, TELEPHONE, WATER, AND OTHER UTILITY.** The LESSEE shall be accountable for and shall pay the LESSOR all utility charges for water, electricity, telephone, and other utility used in and connected with the leased premises located on individual electric and water meters, which shall be supplied and installed for the LESSEE's account. One (1) month of unpaid utilities is subject to service disconnection. A re-connection fee of Two Hundred Fifty Pesos (PHP 250.00) will be charged for the respective disconnected utility.

- V. **IMPROVEMENTS, ALTERATIONS, AND RENOVATIONS.** The LESSEE, with the prior written approval of the LESSOR, may introduce improvements, extensions, and renovations to the Leased Premises or any portions thereof that are necessary for its business operation at its own expense. Any non-permanent improvements, alterations, and renovations made by the LESSEE such as but not limited to, the service counters, cabinets, air conditioning units, security gates, and other furniture, fixtures, and equipment, shall remain the property of the LESSEE and shall be removed upon the termination of the Contract. The actual cost of rectifying any damage caused to the Leased Premises by virtue of such removal shall be charged to the sole account of and shall be paid for by the LESSEE who shall have the option either to undertake the repair/restoration on its own and accordingly pay for it, or to have the LESSOR undertake the repair/restoration at a reasonable cost that is acceptable to the LESSEE and the LESSEE shall accordingly pay the actual cost to the LESSOR upon completion of the repair/restoration work.

- VI. **REPAIRS AND MAINTENANCE.** The maintenance, cleanliness, and upkeep of the Leased Premises, including ordinary or minor repairs, shall be undertaken by the LESSEE without any need of approval from, but with the subsequent written notice to the LESSOR. All expenses for ordinary or minor works or repairs shall be for the sole account of the LESSEE. The LESSEE may, however, undertake the major repairs for reimbursement at the LESSOR, subject to the inspection by and approval of the LESSOR. For purposes of determining what ordinary or minor repair, any repair amounting to Ten Thousand Pesos (PHP 10,000.00) and above shall be considered as a major repair. Any repair below said amount shall be considered a minor repair and for the account of the LESSEE.

- VII. **TAXES AND INSURANCE.** Rent, water, taxes, government assessments, fire insurance, and other charges levied on the land and

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03/20/2025



The Building shall be for the sole account of the LESSOR while the LESSEE shall not take out the LESSOR's own property/merchandise fire insurance without the consent of the LESSOR. The LESSOR shall pay for the notarial fees, documentary stamp tax, and other taxes and charges incurred or payable in connection with the execution of this Contract. The creditable withholding tax on the rental, as per existing revenue laws and regulations, shall likewise be for the sole account of the LESSOR and shall, therefore, be deducted from each proceeds of the monthly rental due for payment. The LESSEE shall issue to the LESSOR the corresponding Certificate of Tax Withhold in accordance with the due dates, as provided for under such local revenue rules and regulations. Prior notification to the LESSOR is required on insurance to be taken out on goods being sold by the LESSEE.

- VIII. **SIGN, LOGO AND ADVERTISEMENT.** Subject to prior consultation with and approval by the LESSOR, which shall not be unreasonably denied, and provided that there are no structural or aesthetic impediments, the LESSEE shall have the right to install, inscribe, and/or print its sign, logo, and other advertising medium on any part of the Leased Premises, together with the right to remove and/or stop any obstruction thereto.
- IX. **DAMAGE OR DESTRUCTION.** Unless attributable to the LESSEE or unless the damage or destruction is of such substantial nature that would render the Leased Premises uninhabitable, no damage to or destruction of the damaged building by fire or other casualty shall be taken to enable the LESSOR to terminate this Contract of Lease and that in the occurrence of such events, the LESSOR is duty bound to repair or reconstruct the damaged building on the same land within a reasonable time as confirmed to by the LESSEE after the damage or destruction thereof. It is expressly understood and stipulated that when the aforesaid events shall occur, and that the repair or reconstruction of the building cannot be completed within a period of three (3) months, then the LESSEE shall have the option to pre-terminate the Contract if it so desired without any obligation to pay the corresponding penalty as provided for Article 14 hereto. In all cases, the LESSEE shall not be required to pay the rental during the period within which it cannot conduct its business in the damaged premises and the term of the lease shall be correspondingly extended.
- X. **INJURY AND DAMAGE.** The LESSEE hereby assumes full responsibility for any injury or damage that may be deliberately caused by the LESSEE's employees, officers, or contractual workers to the persons or properties of third persons or to the LESSOR's properties.
- XI. **INSPECTION OF THE PREMISES.** The LESSOR or his duly authorized representatives shall have the right to enter the Leased Premises during reasonable hours, on business days, examine the

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done, make repairs, alterations, and maintenance that are necessary for the preservation and conservation of the building or operation of its installation provided that at least two (2) calendar days prior written notice before the intended date of inspection shall be provided to the LESSEE, subject further to the LESSEE's security rules and policies.

- XII. SALE, TRANSFER, AND MORTGAGE.** In the event of a sale, transfer, mortgage, or any encumbrance on the Leased Premises, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrancee shall respect the terms and conditions of this Contract, including the renewal thereof. In any case of such sale, transfer, mortgage, or encumbrance of the Property subject to lease, the LESSOR shall give the LESSEE sixty (60) calendar days prior written notice. It is further stipulated and agreed that the LESSEE shall be given the right of first refusal (i.e., the right to be offered first) to purchase the Leased Premises during the term of this Contract.
- XIII. SURRENDER OF THE LEASED PREMISES.** The LESSEE agrees to return and surrender the Leased Premises at the expiration of the Term of this Contract in good condition, as reasonable wear and tear will permit, and without any delay whatsoever, devoid of all occupants, furniture, fixtures, machinery, equipment, and other articles and effects of any kind, except such permanent improvements which cannot be removed without damaging the Leased Premises. The LESSEE shall be responsible for the general cleaning of the Leased Premises prior to the return and surrender of the same to the LESSOR.
- XIV. PRE-TERMINATION OF CONTRACT:** Should the LESSEE wish to pre-terminate this Contract at Lease for whatever reason, the LESSEE shall notify the LESSOR in writing at least thirty (30) calendar days in advance prior to the termination date. Upon pre-termination of this Contract, the Security Deposit will be forfeited.
- XV. NON-WAIVER.** The failure of either Party to insist upon the strict performance of any terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that either party may have against the other, nor shall it be construed as a condonation of any subsequent breach or default on the terms, conditions, and covenants hereof. No waiver by either party of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by both Parties.

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XIV. MISCELLANEOUS PROVISIONS.

- A. This Contract contains the full and complete agreement between the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Contract may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LESSEES. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.
- B. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- C. This Contract shall not be altered, changed, supplemented, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Contract shall be deemed void and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatures of both Parties to this Contract. This Contract shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Contract, all previous verbal and/or written arrangements about the subject of this Contract shall be considered null and void.
- D. The relationship of the Parties under and in relation to this Contract shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership or where any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- E. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Contract shall not be deemed a relinquishment or waiver of any right remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Contract by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Contract.
- F. No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this

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Contract, a "Force Majeure Event" shall include, but not be limited to: (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geologic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantine and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of one hundred eighty (180) continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Contract be continued or mutually terminated.

- G. The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. Any conflict or dispute arising out of this Contract in the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made to enforce any of the Parties' rights under the terms and conditions of the Contract, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the courts may deem reasonable to award.
- H. If any part of this Contract of Lease shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Contract of Lease was executed with such invalid portion eliminated or as if the parties would not have executed this Contract of Lease had they known the invalidity or unenforceability thereof.
- I. This Contract shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Contract shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.
- J. The venue of all suits and actions arising out of or in connection with this Contract shall only be in the proper courts of the City of Bacoor, the Parties hereby waiving any other venue.
- K. Except as may be otherwise specifically provided in this Contract, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested.

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addressed to the Parties at their respective addresses outlined in the
Consent, or at such other addresses as may be subsequently
specified by written notice.

IN WITNESS WHEREOF, the Parties have hereunto signed these presents on
the date and at the place first above written.

For the LESSEE:

For the LESSOR:

CITY GOVERNMENT
OF BACOR

E.V.Y CONSTRUCTION & DEVT
CORPORATION

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. ____
Series of 2025

Mr. ERNESTO V. YU
Chairman

SIGNED IN THE PRESENCE OF

Atty. ARNIE TORREFRANCA-NERI
City Administrator
Bacoor City Administrators Office

<FULL NAME>
<Position/Designation>

ACKNOWLEDGEMENT

Republic of the Philippines
City of Bacoor, Cavite, S.S.

BEFORE ME, this ____ day of _____, 2025 at the City of Bacoor, Province of
Cavite, personally appeared:

FULL NAME	GOVT ISSUED ID / No.	PLACE AND DATE ISSUED
STRIKE B. REVILLA		
ERNESTO V. YU		

Known to be the same persons who executed the foregoing Contract of Lease, and
they acknowledged to me the same is true in their free and voluntary act and deed.

The instrument consisting of ____ (____) pages on which this acknowledgment is
written and signed by both Parties and their Instrumental Witnesses.

IN WITNESS WHEREOF, I hereunto set my hand, the day, year, and place above
written.

Doc. No. ____

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AWARDEE
8 years
in a row!

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